



Terms and Conditions

Acceptance of Terms

By registering your child for a term-based or holiday program with Abilities Unlimited Australia, you agree to be bound by these Terms & Conditions.

Registration

Participants in Abilities Unlimited Australia programs must be between the ages of 3 and 17 years old to ensure that the content and activities provided are developmentally appropriate and tailored to the needs of children and teenagers within this age range.

Payment

We operate on a full program booking basis, and consequently, our fees are structured accordingly. Regrettably, we are unable to accommodate casual bookings or adjust fees for partial attendance, whether for term-based or holiday programs. Unless individuals are Plan Managed, payment is required upon registration. If payment is not made at the time of registration, invoices will be provided with a payment due date set two weeks after the conclusion of the scheduled program. Failure to meet the invoice due date will result in a \$20 late fee, applicable to both term-based and holiday programs. Non-payment may lead to the cancellation of your child's registration or review of future enrolments.

Payment Schedule

Payment for term-based and holiday programs must be made according to the specified schedule outlined by Abilities Unlimited Australia. Payment deadlines will be communicated upon registration. Failure to adhere to the payment schedule may result in the cancellation of your child's registration. Please ensure timely payment to secure your child's place in the program.

Refunds

Refunds are issued only under exceptional circumstances and are subject to review by Abilities Unlimited Australia. Refund requests must be submitted in writing and may be subject to administrative fees. For holiday programs, refunds may be subject to different conditions based on the duration and nature of the program.

Attendance

Regular attendance is expected throughout the duration of the term-based or holiday program. Parents and guardians are required to be present for the duration of each session. Abilities Unlimited Australia is not a registered childcare provider and is not, therefore, licensed to care for children without parental or guardian supervision. In many instances, classes are more beneficial for participants and run more smoothly with the involvement of parents or guardians. Please remember that you are the responsible adult for your child when he/she/they are attending Abilities Unlimited Australia sessions. Responsible adults should stay within easy sight and reach of their child at all times.

If your child is unable to attend any scheduled sessions, please notify Abilities Unlimited Australia at least 48 hours before the session's commencement. Additionally, ensure that all absences are recorded using the Clipboard App for accurate session management.

Behavioural Expectations

Participants are expected to adhere to behavioural guidelines set forth by Abilities Unlimited Australia. Disruptive or inappropriate behaviour, including but not limited to inappropriate physical or verbal behaviour, may result in disciplinary action, up to and including dismissal from the program without refund. In water programs, participants are reminded not to dive or run, as these behaviours can pose safety risks to themselves and others. Violation of these behavioural expectations may lead to removal from the Abilities Unlimited Australia program and Abilities Unlimited Australia program venue.

Health and Safety

The safety and well-being of all participants are paramount. Participants and their parents/guardians are required to adhere to the following guidelines to ensure a safe environment during programs:

- The use of appropriate and properly fitted equipment is mandatory to reduce the risk of injuries. Participants and parents/carers participating with their child must wear the required safety equipment and appropriate clothing during programs.
- For cycling programs, an Australian Standards-approved helmet and enclosed shoes are mandatory.
- For skateboarding programs, an Australian Standards-approved helmet, wrist pads, and enclosed shoes are mandatory.
- Participants who are not yet toilet trained must wear a suitable, leak-proof swim nappy while swimming in water programs.
- Participants and parents are responsible for managing their medication during program hours.

These measures are implemented to mitigate risks and promote a safe and enjoyable experience for all participants. Failure to comply with these safety requirements may result in exclusion from the program.

Facility Rules

1. **Food and Drink:** Glass or other breakable objects must not be brought onto the premises. Abilities Unlimited Australia maintains a smoke, drug, and alcohol-free environment for the safety and well-being of all participants and staff.
2. **Animals and Pets:** Animals and pets are not allowed on the premises of any Abilities Unlimited Australia venues to ensure the comfort and safety of all participants.

Communication

Abilities Unlimited Australia will communicate important information regarding the program via email or other designated channels. It is the responsibility of the parent to ensure that their contact information is up to date.

Reminder to Update Contact Information

Participants or their guardians are responsible for ensuring that their contact information, including email addresses, phone numbers, and mailing addresses, is accurate and up to date at all times. Any changes to contact information should be promptly communicated to Abilities Unlimited Australia by contacting our administrative office. Failure to provide current and accurate contact information may result in missed communications regarding program updates, schedule changes, or other important information. We highly encourage participants or their guardians to review and update their contact information regularly to ensure effective communication with Abilities Unlimited Australia.

Program Changes

Abilities Unlimited Australia reserves the right to modify or cancel any program, session, or activity due to unforeseen circumstances. We will make reasonable efforts to notify affected participants in advance. For holiday programs, any rescheduled sessions will be subject to availability and may not always be possible.

Weather Policy

Outdoor sessions will be postponed or cancelled if any of the following conditions occur:

- Strong winds
- Heavy rainfall, hail, or thunder and lightning
- Excessive surface water that poses safety risks for participants
- Temperatures below 5 degrees Celsius or exceeding 34 degrees Celsius
- Bushfire smoke
- Severe storms

Abilities Unlimited Australia will offer a make-up session at the end of the term for any cancelled session due to weather conditions. Participants will be notified of any weather-related changes to sessions in a timely manner. However, please note that if a participant is unable to attend the make-up session, no refund will be provided.

Liability Waiver

While every precaution is taken to ensure the safety of participants, Abilities Unlimited Australia and its staff are not liable for any injuries, accidents, or incidents that may occur during the program.

Media Release and Photography Consent

From time to time, your child may be photographed or videoed while participating in an Abilities Unlimited Australia program. Such media might be used for promotional purposes, including but not limited to reproduction on Abilities Unlimited Australia's social media platforms. By agreeing to these Terms and Conditions, you consent to such use by Abilities Unlimited Australia. If you wish to decline consent for the use of your child's media, please inform us at info@abilitiesunlimited.com.au.

Please note that video and photographs may also be taken by families of the participant/s registered in our programs and are for personal use only. We kindly ask that you exercise caution when uploading photos of participants, which include other people's children, to social media.

Respectful Conduct and Complaint Procedure:

All parents/guardians and participants are expected to respect others in the sessions (and organisation) regardless of gender, culture, religion, or ability. If Abilities Unlimited Australia determines the behaviour of the participant and/or parents/carer to be unacceptable, Abilities Unlimited Australia shall be entitled to exile the participant and the parent/carer (or either of them) from programs permanently or for such a period as Abilities Unlimited Australia shall (in its entire discretion) determine.

If you would like to provide feedback or are not happy with the provision of programs and wish to make a complaint, please contact Abilities Unlimited Australia by emailing ceo@abilitiesunlimited.com.au.

Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the laws of Australia. Any disputes arising out of or relating to these Terms & Conditions shall be subject to the exclusive jurisdiction of the courts of Australia. Abilities Unlimited Australia reserves the right to update these Terms and Conditions as needed and that participants will be notified of any changes.

By registering your child for a term-based or holiday program with Abilities Unlimited Australia, you acknowledge that you have read, understood, and agreed to these Terms & Conditions in their entirety. If you have any questions or concerns, please contact us for clarification before proceeding with registration.